

AGENDA ITEM SUMMARY

Revised 2/27/01

Grant of Conservation Easement

THIS AGREEMENT is made this _____ day of _____, 20____ by and between

EXCALIBUR 2000, INC - MITA M. BURKE (PRESIDENT)

whose address is 31 OCEAN REEF DR - C302 - KEY LARGO, FL 33037

County of Monroe State of Florida, (Grantor) and Monroe County, a political subdivision of the State of Florida, whose address is 5100 College Road, Stock Island, Key West, FL 33040 (Grantee).

The parties recite and declare:

The Grantor is the owner of certain real property commonly known as

435 Coral Lane, Ocean Reef Club, Key Largo Florida 33037

(the servient estate), more particularly described as follows: (Legal description) Lot 20 Block 8

Harbor Course South Section 4, Monroe County Platbook 7 page 54

RE # 00573720-002000

The Grantor desires to develop the servient estate as (describe project):

A single family home as shown in permit 01-3-2583

The servient estate contains (describe relevant natural features):

Moderate Quality Low Elevation Tropical Hardwood Hammock

The Grantee is a general purpose political subdivision of the State authorized and required to regulate and control the use of real property through land development regulations in order to protect the public health, safety and welfare. Sec. 9.5-336 of the Grantee's land development regulations requires that

certain areas of the servient estate be retained as open space and preserved in their natural - - -
condition if the servient estate is to be developed as a single family home

The parties agree as follows:

1. Grant of easement.

In consideration for a development permit for a single family home
and in order to comply with Sec. 9.5-336, Monroe County Code, the Grantor hereby grants to Grantee the
easement described below.

2. Character of the easement and governing law.

This easement is a conservation easement under Sec. 704.06, Fla. Stat. and is to be governed by,
construed and enforced in accordance with that statute and with the applicable laws of the State of Florida.

3. Location of the easement. (metes and bounds description of the open space area)

- a. The conservation easement is located as follows
as shown in Exhibit A attached

b. The location of the easement is also described in the diagram attached to this instrument
as Exhibit "A" and, by reference, made a part of as fully and to the same effect as if set forth in this
instrument in its entirety.

4. Restraints imposed by the Conservation Easement.

The conservation easement granted by this instrument imposes the following restrictions on the
future use of the servient estate within the easement area:

- a. No removal, trimming or pruning of trees, shrubs, or other vegetation (except non-native
vegetation whose removal is authorized by the Grantee's biologist).
- b. No acts that are detrimental to wildlife or wildlife habitat preservation.
- c. No excavation, dredging, or removal of loam, peat gravel, soil, rock, or other material
substances in such manner as to affect the surface.

d. No activities detrimental to drainage, flood control, water conservation, erosion control and soil conservation.

e. No dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.

f. No planting of non-native plants.

5. Terms and persons bound.

This conservation easement is perpetual, runs with the land and is binding on all present and subsequent owners and mortgagees of the servient estate. Grantor represents that the mortgagee(s), if any, whose consent is attached hereto, is (are) the only mortgagee(s) having a security interest in the servient estate.

6. Entire Agreement.

This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement is not binding upon either party except to the extent incorporated in this Agreement.

7. Modification of Agreement.

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement is binding only if evidenced in writing and signed by an authorized representative of each party and by any mortgagee.

8. Attorney's fees.

In the event of any controversy, claim or dispute arising under this instrument, the prevailing party is entitled to recover reasonable attorney's fees and costs.

9. Entry of Grantee's representative on the servient estate.

The Grantee's representative on the servient estate, after first furnishing the Grantor no less than 24 hours notice for the purposes of inspection to determine the Grantor's compliance with this Agreement.

10. Notice.

Any notice provided for or concerning this Agreement must be in writing and is sufficiently given when sent by certified or registered mail, or via an equivalent service furnished by a private carrier, to the respective address of each party as set forth at the beginning of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA (Grantor)By _____
Deputy ClerkBy _____
Mayor/ChairmanKay Ross Lamm
Signature of witnessMARY MOSS SAURINO
Printed name of witnessNichole J McQuaid
Signature of witnessNichole J McQuaid
Printed name of witnessM. M. Burke
GrantorMITA M. BURKE - PRESIDENT
Printed name of Grantor EXCALIBUR 2000, INC.

Grantor

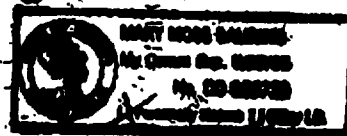
Printed name of Grantor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY [Signature]
ROBERT N. WOLFE
DATE 6-2-03STATE OF FLORIDA
COUNTY OF MONROEBEFORE ME, the undersigned authority, personally appeared MITA M. BURKE
and _____, who ^{is} personally known to me, or have produced_____, and _____, respectively
as identification.Sworn to and subscribed before me this 19 day of MAY, 20 03.

Typed Name and Number

Excaltiber
REF 00573720 002000

Notary Signature and Seal



(If Applicable)

1ST NATIONAL BANK of SOUTH FLORIDA, whose address is
(Name of Mortgagee)

1550 N KROME AVE, City of HEMESTEAD

County of DADE, State of FLORIDA

having a record interest in the lands described in the Conservation Easement Agreement between

EXCALIBUR 2000, Inc. Grantor, and Monroe County, Florida, Grantee, hereby joins in, consents,

and ratifies that Conservation Easement at Homestead, FL on the date indicated
below. (Place of Execution)

Lila M. Bostic
Witness
Paul J. Bostic
Witness

[Signature] Mortgagee

STATE OF FLORIDA
COUNTY OF MONROE

SWORN TO AND SUBSCRIBED before me this 20th day of May

2003, by C. Andrew Lawrence, who is personally known to me or has produced
as identification.



Lila M. Bostic
MY COMMISSION # CC883854 EXPIRES
November 16, 2003
BONDED THRU TROY FA'N INSURANCE, INC.

Typed Notary Name and Number

[Signature]
Notary Signature and Seal

"EXHIBIT A"

JOB NO. 00052

SECTION 19, TOWNSHIP 59 S., RANGE 41 E.
SECTION 24, TOWNSHIP 59 S., RANGE 40 E.

FB 6 , PGS. 41

LEGAL DESCRIPTION:

Lot 20, Block 8, HARBOR COURSE SOUTH SECTION FOUR, OCEAN REEF PLAT No. 19, according to the Plat thereof; as recorded in Plat Book 7 at Page 54, of the Public Records of Monroe County, Florida.

AND

A Portion of Tract B, HARBOR COURSE SOUTH, SECTION FOUR, OCEAN REEF PLAT No. 19, according to the Plat thereof, as recorded in Plat Book 7, at Page 54 of the Public Records of Monroe County, Florida and being more particularly described as follows:

Begin at the Southwest corner of Lot 20, Block 8, HARBOR COURSE SOUTH, SECTION four; thence S81°38'44"W along the Westerly extension of the Southerly Line of said Lot 20 for 19.40 feet, thence N15°37'09"W for 118± to the Waters edge; thence S24°40'00"E along the Westerly Line of said Lot 20, Block 8 for 122.25 feet to the point of beginning.

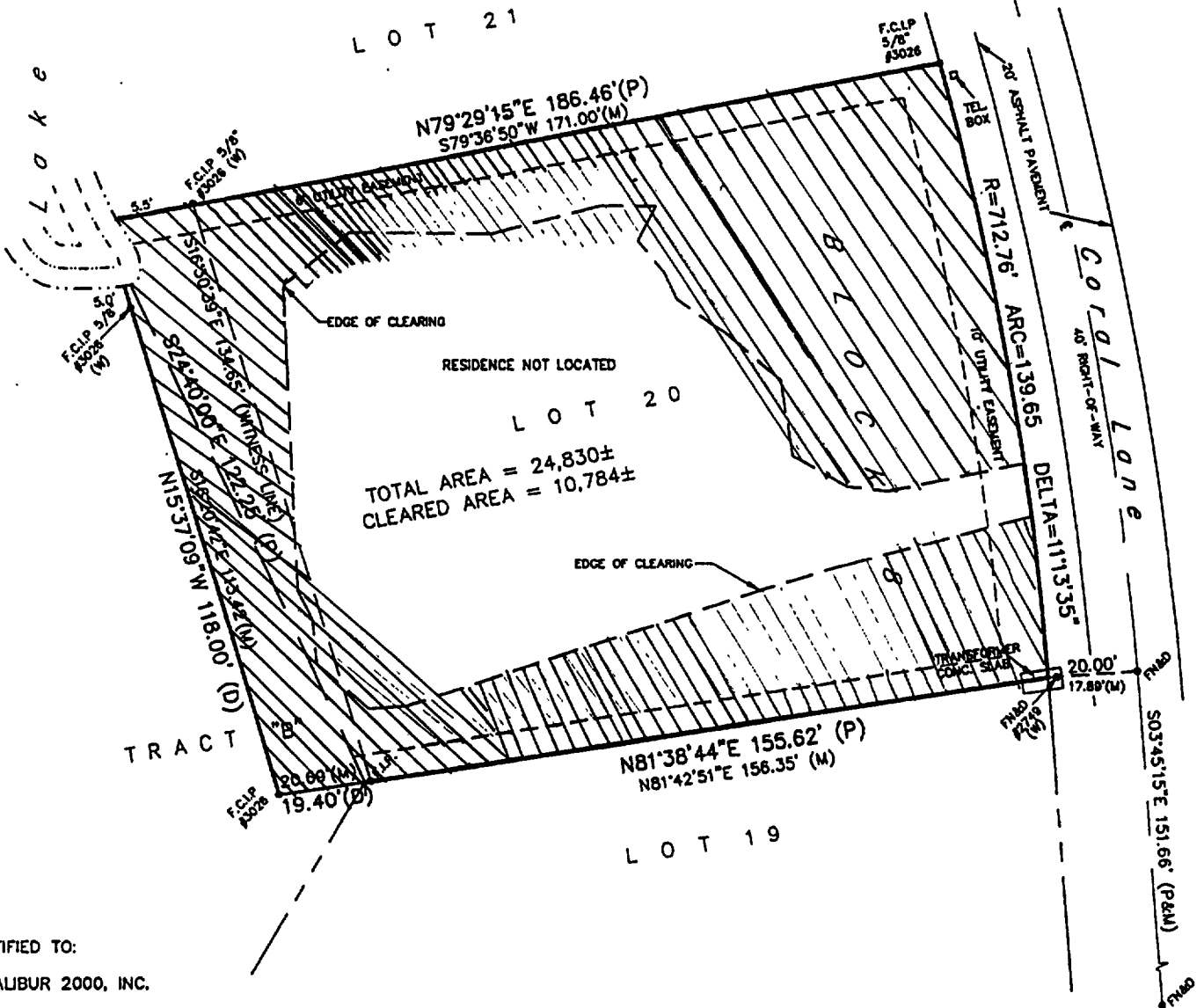
SCALE: 1" = 30'

RE# 00573720002000

Address: 435 Coral Lane
Key Largo, FL
33037

Key:

 = Hammock Preserve Area



CERTIFIED TO:

EXCALIBUR 2000, INC.

NOTES:

- 1) MEASURED BEARINGS ARE BASED ON THE CENTERLINE OF CORAL LANE BEING N 03°45'15"E (P).
- 2) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE POLICY AND MAY BE SUBJECT TO EASEMENTS, RIGHT-OF-WAYS, RESTRICTIONS AND OTHER MATTERS OF RECORD.
- 3) NO UNDERGROUND ENCROACHMENTS OR IMPROVEMENTS WERE LOCATED UNLESS OTHERWISE STATED.
- 4) ELEVATIONS (IF SHOWN) ARE BASED ON N.G.V.D. 1929 (NATIONAL GEODETIC VERTICAL DATUM 1929).
- 5) SUBJECT PROPERTY APPEARS TO BE IN ZONE "AE (EL9)" AS SCALED ON THE "FLOOD INSURANCE RATE MAP" COMMUNITY PANEL NO. 125129 0666 G, DATE OF INDEX 6/16/95.
- 6) PRINTED DIMENSIONS SHOWN SUPERSEDE SCALED DIMENSIONS.
- 7) USE OF THIS SURVEY BY ANYONE OTHER THAN THOSE "CERTIFIED TO" WILL BE THE RE-USERS SOLE RISK WITHOUT LIABILITY TO THE SURVEYOR.
- 8) NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
- 9) THIS SURVEY IS NOT INTENDED TO SHOW THE LOCATION OR EXISTENCE OF ANY JURISDICTIONAL, HAZARDOUS OR ENVIRONMENTALLY SENSITIVE AREAS.

LEGEND:

Δ	DELTA	C/O	SEWER CLEAN OUT	V/V	WATER VALVE	FPP	FOUND PINCHED PIPE (SIZE)	WF	WOOD FENCE
A	ARC LENGTH	CONC	CONCRETE	FDH	FOUND DRILL HOLE	LB	LICENSED BUSINESS	(P)	PLAT DATA
CH	CHORD LENGTH	CS	CONCRETE SLAB	FP	FOUND OPEN PIPE (SIZE)	LS	LICENSED SURVEYOR	(R)	RADIAL
(C)	CALCULATED	(D)	DEED DATA	FCP	FOUND CAPPED PIPE (SIZE)	MAS	MASONRY	R	RADIUS
CB	CONCRETE BLOCK	DRAIN	DRAINAGE	FIR	FOUND IRON ROD (SIZE)	MB	MAIL BOX	R/W	RIGHT-OF-WAY
CBS	CONCRETE BLOCK STRUCTURE	EASMT	EASEMENT	FCR	FOUND CAPPED IRON ROD (SIZE)	PP	POWER POLE	SIR	SET IRON ROD 5/8" PSM/5772
CLF	CHAIN LINK FENCE	(M)	FIELD MEASURED DATA	FN	FOUND NAIL	TEL	TELEPHONE BOX	SH&D	SET NAIL AND DISK PSM/5772
		FC	FENCE CORNER OR POST	FN&D	FOUND NAIL & DISK (MARKED)	WM	WATER METER	(W)	WITNESS CORNER

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND THAT SAID SURVEY REPRESENTED HEREON MEETS THE TECHNICAL STANDARD SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS ACCORDING TO CHAPTER 61G17-5 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

WILLIAM M. HINCKLEY
PROFESSIONAL SURVEYOR AND MAPPER NO. 5772
STATE OF FLORIDA

TYPE OF SURVEY	DATE
BOUNDARY	11/20/00
LOCATED CLEARING	5/14/03

WILLIAM M. HINCKLEY
PROFESSIONAL SURVEYOR AND MAPPER
P.O. BOX 1567
ISLAMORADA, FLORIDA 33036
PHONE/FAX (305)853-7034